



**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, NV 89701
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Solicitation:**04SOS-S2861**
For
Online Licensing and Customer Engagement Application

Release Date:**06/28/2024**
Deadline for Submission and Opening Date and Time:~~07/31/2024~~**08/09/2024 @ 2:00 pm**

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at:www.leg.state.nv.us/law1.cfm.
- 1.2. **SINGLE POINT OF CONTACT.** Vendors and/or their representatives shall only contact the single point of contract or use the electronic procurement system regarding this solicitation until after a notice of award (NOA) has been issued. Failure to observe this restriction may result in disqualification of a proposal per NAC 333.155(3).
- 1.3. Prospective vendors are advised to review Nevada’s ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

2. PROJECT OVERVIEW

- 2.1. The State of Nevada Purchasing Division, on behalf of The Nevada Secretary of State is seeking proposals from qualified vendors to provide online application and customer engagement applications services as described in the scope of work and attachments.A detailed description of the project background, objectives, and vision can be found in Section 1.0 of the Scope of Work document.
- 2.2. The State intends to award one (1) contract in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. The Nevada Secretary of State shall administer contract(s) resulting from this solicitation. The resulting contract(s) are expected to be for a contract term of four years, with two – two-year extensions possible, subject to the Board of Examiners’ approval and in the best interest of the state.

3. ATTACHMENTS

- 3.1. ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.
 - 3.1.1. 04SOS-S2861 Terms and Conditions for Services
 - 3.1.2. 04SOS-S2861 Terms and Conditions for Goods
- 3.2. ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).
 - 3.2.1. 04SOS-S2861 Standard Form Contract
 - 3.2.2. 04SOS-S2861 Insurance Schedule
- 3.3. PROPOSAL ATTACHMENTS. To be completed and returned.
 - 3.3.1. 04SOS-S2861 Scope of Work Online Licensing and Customer Engagement
 - 3.3.2. 04SOS-S2861 Pricing Workbook
 - 3.3.3. 04SOS-S2861 Functional Requirements
 - 3.3.4. 04SOS-S2861 Technical Requirements
 - 3.3.5. 04SOS-S2861 Service Level Agreements, Requirements, Terms and Conditions Workbook
 - 3.3.6. 04SOS-S2861 Proposed Staff Resume
 - 3.3.7. 04SOS-S2861 Reference Questionnaire
 - 3.3.8. 04SOS-S2861 Attachments for Signature
 - A. Vendor Information Response
 - B. Vendor Certifications
 - C. Certification Regarding Lobbying
 - D. Confidentiality and Certification of Indemnification

4. TIMELINE

- 4.1. QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.
- 4.2. TIMELINE. The following represents the proposed timeline for this project.
 - 4.2.1. All times stated are Pacific Time (PT).
 - 4.2.2. These dates represent a tentative schedule of events.
 - 4.2.3. The State reserves the right to modify these dates at any time.

A. Deadline for Questions.....	No later than 5:00 pm on 07/10/2024
B. Answers Posted.....	On or about 07/15/2024
C. Deadline for References	No later than 5:00 pm on 07/29/2024 08/06/2024
D. Deadline Proposal Submission and Opening	No later than 2:00 pm on 07/31/2024 08/09/2024
E. Evaluation Period (estimated).....	08/05/2024 08/12/2024 - 08/16/2024 08/23/2024
F. Vendor Presentations (if applicable) (estimated).....	08/26/2024 09/03/2024 - 08/30/2024 09/06/2024
G. Notice of Intent (estimated).....	On or about 09/02/2024 09/10/2024
H. Notice of Award (estimated).....	On or about 09/20/2024 09/27/2024
I. BOE Approval (estimated).....	11/12/2024
J. Contract start date (estimated).....	Upon BOE Approval

5. EVALUATION

- 5.1. Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.
 - 5.1.1. Proposals shall be kept confidential until a contract is awarded.
 - 5.1.2. In the event the solicitation is withdrawn prior to award, proposals remain confidential.
 - 5.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.
 - 5.1.4. Financial stability shall be scored on a pass/fail basis.
 - 5.1.5. Proposals shall be consistently evaluated and scored based upon the following factors.

Criteria	Weight
Vendor Qualifications (e.g. corporate background, experience, references, staffing)	250 pts
Requirements	250 pts
Implementation Services	200 pts
Production Services (maintenance, support, new releases)	150 pts
Cost Proposal	150 pts

- 5.1.6. Cost proposals will be evaluated based on the greatest value provided to the State of Nevada
 - A. $Cost\ Factor\ Weight \times (Lowest\ Cost\ Submitted\ by\ a\ Vendor / Proposer\ Total\ Cost) = Cost\ Score$
- 5.1.7. Presentations. The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.
 - A. Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.
 - B. The State, at its option, may limit participation in vendor presentations to vendors above a natural break in the relative scores from technical and cost scores.
 - C. Following the presentations, the combined technical, cost, and presentation scores will become the final score for a proposal.
 - D. The State reserves the right to add additional criteria or presentations.

5.1.8. PRESENTATION CRITERIA

Criteria	Points
Based on information provided in the RFP (UI, Workflows, Ease of Use, Audit Trails, Reporting and Analytics, User Dashboards, and Payment Processing) Depending on information gleaned in the proposals, NV SOS may request specific demonstration scenarios to be presented from the down-selected vendors.	350 pts
Technical Architecture, including ability to support Integrations & Supportability (Release Updates, Security & Disaster Recovery)	150 pts
Future Development Roadmap (Demos on Proof-of-Concept items, where available – Plans for AI integration if it isn't currently in Technical or Current Product UI)	150 pts
Implementation Process – Projected Project Work Plan, Resources, Training, Change Management and Risk Mitigation/Management	200 pts
Operational Support & Maintenance	150 pts

5.2. NEVADA-BASED BUSINESS PREFERENCE

- 5.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.
- 5.2.2. Nevada-based business is defined in NRS 333.3352(1).
- 5.2.3. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in Hertz Corp v. Friend, 559 U.S. 77 (2010), typically meaning a business’s corporate headquarters.
- 5.2.4. To claim this preference a vendor must indicate it on their vendor account and submit a Quote in NevadaEPro.
- 5.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

5.3. INVERSE PREFERENCE

- 5.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.
- 5.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.
- 5.3.3. Vendors who meet this criterion must indicate it on their submitted Quote in NevadaEPro.
- 5.3.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

6. MANDATORY MINIMUM REQUIREMENTS

- 6.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.
- 6.2. Vendor must have prior experience successfully implementing a licensing solution in at least two (2) state agencies similar in size and/or complexity.
- 6.3. Vendor Project Manager must have at least three (3) years working for the company implementing proposed solution, including serving as the project manager for at least one (1) full lifecycle deployment of the proposed Solution end-to-end.
- 6.4. Vendor Lead Consultant must have at least two (2) years working for the company implementing proposed solution, including serving as the Lead Consultant for at least one (1) full lifecycle deployment of the proposed Solution end-to-end.
- 6.5. Vendor must provide pricing for the full 4-year initial term. Vendor must also present a full implementation approach; bids with partial implementations will be considered nonresponsive.
- 6.6. While NV SOS understands that some vendors may not be able to fulfill all functional or technical requirements; the

State reserves the right to disqualify vendors that do not provide a robust solution that can meet a significant proportion of them.

- 6.7. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
- 6.8. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- 6.9. INDEMNIFICATION. Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 6.10. LIMITED LIABILITY. Required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited."
- 6.11. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 6.12. DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.
- 6.12.1. STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore. Development work may occur outside the United States of America with approval from NV SOS on the overall process, structure, and architecture.
- 6.13. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 6.14. DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

7. CRITICAL ITEMS

- 7.1. In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.
- 7.2. CONTRACT FORM. The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.
- 7.3. INSURANCE SCHEDULE

- 7.3.1. The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.
- 7.3.2. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.
- 7.3.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.
- 7.3.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

7.4. SUBCONTRACTORS

- 7.4.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.
- 7.4.2. Proposal should include a completed *Vendor Information Response* form for each subcontractor.
- 7.4.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 7.4.4. Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.
 - A. How the work of any subcontractor(s) shall be supervised
 - B. How channels of communication shall be maintained
 - C. How compliance with contracts terms and conditions will be assured
 - D. Previous experience with subcontractor(s)

7.5. VENDOR FINANCIAL INFORMATION

7.5.1. Bankruptcy Disclosure

- A. The vendor shall disclose if and when it has filed for bankruptcy within the last seven (7) years or make an affirmative statement that Vendor has not filed for bankruptcy within the last seven (7) years.
- B. If a vendor is conducting business as a corporation, partnership, limited liability partnership, joint venture, or other form of artificial person, the vendor shall disclose whether any of its principals, partners, or officers has filed for bankruptcy within the last seven (7) years.

7.5.2. Litigation Disclosure

- A. Vendor must include in its proposal a complete disclosure of any alleged or significant contractual failures. In addition, Vendor must disclose any civil or criminal litigation or investigation over the last five (5) years that involves the vendor or in which vendor has been judged guilty or liable including any allegations of such that are currently pending.
- B. Vendor must also disclose any settlement agreements entered in the last five (5) years related to alleged contractual failures. Failure to comply with the terms of this provision may disqualify Vendor. The proposal may be rejected based upon Vendor's prior history with the State of Nevada or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

7.5.3. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

7.5.4. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.

7.5.5. Proposing vendor shall provide the following financial information and documentation:

- A. Dun and Bradstreet Number
- B. Federal Tax Identification Number
- C. The last two (2) full years and current year interim:
 - 1. Profit and Loss Statements
 - 2. Balance Statements

7.6. BUSINESS REFERENCES

- 7.6.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 7.6.2. Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.
- 7.6.3. The purpose of these references is to document relevant experience and aid in the evaluation process.
- 7.6.4. Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 7.6.5. Business references will not be accepted directly from proposing vendor.
- 7.6.6. Business references shall not be requested from the soliciting agency.
- 7.6.7. The State will not disclose submitted references, but will confirm if a reference has been received.
- 7.6.8. The State reserves the right to contact references during evaluation.

8. SUBMISSION CHECKLIST

- 8.1. This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
 - 8.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
 - 8.1.2. Vendors are encouraged to submit a single file attachment per proposal section if possible.
 - 8.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
 - 8.1.4. Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
 - 8.1.5. Additional attachments may be included, but are discouraged and should be kept to a minimum.
- 8.2. TECHNICAL PROPOSAL
 - A. Response to the Scope of Work
 - B. Response to Mandatory Minimum Requirements
 - C. Response to Critical Items
 - D. Other Informational Material
- 8.3. PROPRIETARY INFORMATION. If necessary, Attachments should be flagged confidential in NevadaEPro.
 - A. Title Page
 - B. Table of Contents
 - C. Trade Secret information, cross referenced to the technical proposal
- 8.4. COST PROPOSAL
 - 8.4.1. Vendor shall submit the Pricing Workbook as provided in Section 4.1 Submittal Instructions.
 - 8.4.2. Vendor shall submit a firm, fixed-price bid with a proposed payment schedule. Note that the Agency intends to withhold 10% of all payments until successful completion of the project as evidenced by software acceptance and use in production.
 - 8.4.3. The Pricing Submission file name and/or cover page shall be clearly marked with the vendor's name and with the title: Cost Proposal.
 - 8.4.4. Vendor shall follow the instructions in Attachment A: Pricing Workbook, including:
 - A. Completed Pricing Workbook (shall include all costs associated with all services to be provided; Vendor shall not modify the pricing line items in the Pricing Workbook).
 - B. Assumptions upon which the price amounts are based and/or conditions attached to any price amount (these assumptions and/or conditions must be set forth in the table provided).
 - C. Vendor shall ensure that the Pricing Workbook is submitted as a separate file from the Requirements Submission. No price information shall be included in any other portion of the Proposal. Any Proposal which fails to adhere to this requirement may be disqualified as non-responsive.
 - D. Vendor shall submit any price assumptions and/or price conditions document only in the Pricing Submission and not in the Requirements Submission or any other section in the proposal.
- 8.5. VENDOR FINANCIAL INFORMATION. Attachments should be flagged confidential in NevadaEPro.
- 8.6. SIGNED ATTACHMENTS
 - A. Vendor Information Response
 - B. Vendor Certifications
 - C. Confidentiality and Certification of Indemnification
 - D. Certification Regarding Lobbying
- 8.7. OTHER ATTACHMENTS. If necessary, not recommended.
- 8.8. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.